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Agreement

between the

PEMBROKE CENTRAL SCHOOL DISTRICT

and the

PEMBROKE TEACHERS' FEDERATION

7/1 6/30
2007-2011

09/06/07

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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THIS AGREEMENT, made this ____1st____ day of July, 2007 by and between the PEMBROKE CENTRAL SCHOOL DISTRICT, and the PEMBROKE TEACHERS' FEDERATION, hereinafter referred to as the FEDERATION:

ARTICLE I RECOGNITION

1.0 The Board of Education of the Pembroke Central School District does hereby recognize the Pembroke Teachers' Federation as the negotiating agent for all teachers requiring certification by the New York State Education Department and employed by the District as follows:

1.0.1 Included: All probationary teachers, tenured teachers, physical and occupational therapists and long-term substitute teachers appointed by the Board of Education serving in place of a probationary or tenured teacher.

1.0.2 Long-term substitutes shall be defined as those certified teachers who are appointed by the Board of Education to substitute for a probationary or tenured teacher for at least 30 days. Board appointed long-term substitutes shall start on Step 1.

a. Long-term substitutes shall be excluded from the provisions of the following:

Art. VI	<u>Work Year</u> (6.0)
Art. XI	<u>Transfer</u>
Art. XV	<u>Absence From Duty</u> (15.7,15.8,15.9)
Art. XVIII	<u>Additional Salary Provisions</u>
Art. XIX	<u>Fair Dismissal Procedure</u>
Art. XXIV	<u>Voluntary Separation Incentive</u>

b. Long-term substitutes shall be entitled to the following pro-rata:

Art. XV	<u>Absence From Duty</u> (15.1,15.2,15.6)
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c. Health insurance benefits will be provided by the district on a pro rata basis to long-term substitutes who have worked with the district for a period not less than ninety (90) consecutive school days. Teacher shall be reimbursed at the same rate as regularly employed teachers.

d. Long-term Substitute teachers who teach for thirty-six (36) or more consecutive days shall receive a minimum of one (1) classroom observation by the principal or his/her designee.

1.0.3 Excluded: All other employees.

- 1.1** This recognition shall remain in effect for the period as provided by the law. Either party may act to modify this recognition in accordance with the law.

Now, therefore, in consideration of the premises and the mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE II ACCOUNTABILITY

2.0 Professionalism

"Unit members shall recognize their responsibility to observe and encourage high standards of dress, manners, conduct and promptness and the administration's authority to enforce these responsibilities."

Philosophy

"The district and the PTF recognize the importance of the district mission, vision and commitment statements and recognize and accept the responsibility to support efforts to accomplish the mission, achieve the vision and demonstrate the behaviors identified in the commitment statements

2.1 SCHOOL ROUTINES

2.1.1 Attends meetings regularly to achieve the goal of a quality school.

2.1.2 Complete paperwork/procedures in a timely manner.

2.1.3 Student folders will be kept on each student with regards to measurement of test performance. All three schools will be represented on a committee to determine what will be required in the folder.

2.2 RAPPORT WITH STUDENTS, ADULTS AND COMMUNITY

2.2.1 Provide timely and adequate information to the aforementioned.

2.2.2 Each teacher is expected to treat all people with dignity, courtesy and respect.

2.3 COOPERATIVE TEAM MEMBER

2.3.1 Regular participation in team meetings.

2.3.2 Regular participation in the decision-making process as defined through Effective Schools and Part 100.11.

2.3.3 Accepting decisions of your team (consensus). A person may not grieve a decision agreed upon by consensus, as long as the decision does not violate the present contract.

2.4 MAINTAIN PROFESSIONAL GROWTH

2.4.1 Commit to life-long professional growth by regularly enrolling throughout one's career in graduate courses and/or in-service training which is appropriate to accomplish district goals.

2.4.2 Teachers will not be mandated to attend in-service training outside of the school calendar.

2.5 TO BE RESPONSIBLE FOR THE DISTRICT PROPERTY TO WHICH A TEACHER COMES IN CONTACT.

2.6 TO SEEK PARENTAL INVOLVEMENT IN LEARNING WHICH FOCUSES ON THE CENTRAL GOALS OF THE SCHOOL (STANDARDS).

2.6.1 Whenever parents feel the need to make contacts with the school regarding matters related to their child, every effort should be made to direct the parent to the most fundamental level (source of difficulty) of the problem. (ex: teacher, no satisfaction, then guidance/ombudsman).

ARTICLE III GRIEVANCE PROCEDURE

3.0 POLICY AND BASIC PRINCIPLES

3.0.1 Statement of Policy

In order to provide the best possible educational program within the Pembroke Central School District and to promote harmonious and effective working relationships, all teachers within the negotiating unit represented by the Pembroke Teachers Federation

are guaranteed the right to be heard and to present their grievances in accordance with the procedures set forth in this Article without discrimination, restraint, interference or reprisal.

3.0.2 Statement of Basic Principles

Each teacher within the recognized negotiating unit shall have the right to present grievances pursuant to this procedure.

3.1 DEFINITIONS

3.1.1 A grievance shall be defined as an alleged misinterpretation or misapplication of any term of this contract.

3.1.2 An aggrieved party shall mean the FEDERATION or any teacher within the bargaining unit who has filed a timely grievance.

3.1.3 Teacher as hereinafter used in this procedure shall also include the FEDERATION when it files a grievance.

3.2 STEPS

3.2.1 Informal Step

Within fifteen (15) school days after the occurrence which gave rise to the grievance, an aggrieved party who is a teacher shall discuss the grievance with his immediate supervisor in an effort to resolve the grievance informally. The immediate supervisor shall respond verbally within five (5) school days after the informal discussion.

3.2.2 Formal Step

If a teacher's grievance has not been satisfactorily resolved at the Informal Step, and the teacher wishes to pursue the grievance, the aggrieved party, within five (5) school days after the immediate supervisor's verbal response at the Informal Step, shall reduce the grievance to writing. That written grievance shall set forth the facts giving rise to the grievance, the Article and section which has allegedly been misinterpreted or misapplied with respect to the aggrieved party and the specific remedy sought. This written grievance shall be delivered to the Superintendent or his designee. Within five (5) school days after receipt of the written grievance, the Superintendent or his designee shall schedule a meeting with the aggrieved party and the aggrieved party's immediate

supervisor which meeting shall be held within ten (10) school days after receipt by the Superintendent or his designee of the written

grievance. Within ten (10) school days after conclusion of this meeting at which the aggrieved party and the immediate supervisor shall give their respective views of the grievance, the Superintendent or his designee shall render a written decision. This decision shall be mailed or delivered to the immediate supervisor, the aggrieved party and the President of the Federation.

Any grievance that occurs after May 15 shall be given expeditious treatment by both parties. The parties shall mutually waive all time requirements, but the President of the Federation or his designee shall meet within five (5) calendar days after notification to both parties to resolve the grievance. If the President of the Federation and the Superintendent cannot agree, then the aggrieved party

may file for arbitration within five (5) calendar days. This procedure shall be in effect from May 15 to September 1.

3.2.3 Arbitration

a. If the grievance has not been satisfactorily resolved at the Informal Step or Formal Step, and the aggrieved party wishes to pursue the grievance, the aggrieved party shall within the (10) school days after receipt of the Superintendent's or his designee's decision at the Formal Step submit simultaneously to the Federation and the Superintendent or his designee a request to proceed to arbitration. Within five (5) school days after receipt of a request for arbitration, the Federation shall notify the Superintendent or his designee that it approves or disapproves of proceeding to arbitration on that grievance. If the Federation does not approve, then the grievance shall be deemed withdrawn. Upon receipt of the Federation's approval the parties shall request the American Arbitration Association to submit a list of seven (7) arbitrators to the Superintendent or his designee and to the President of the Federation. An arbitrator shall be selected from this list in accordance with the established procedures of the American Arbitration Association.

b. The costs for the services of the arbitrator will be borne equally by the District and the Federation.

c. The decision of the arbitrator shall be final and binding upon the parties hereto.

3.2.4 If at any Informal or Formal Step hereunder a determination is not forthcoming in a timely manner as provided for in this procedure, then the grievance shall automatically proceed to the next step but in no event may a teacher's grievance proceed to arbitration

without the required written notification and approval by the Federation. There will be no extensions of time limitations established hereunder except by written consent of both parties.

- 3.2.5** If at any step within this procedure the aggrieved party fails to proceed to the next step in a timely manner, then the grievance shall be deemed withdrawn.

ARTICLE IV LENGTH OF THE WORK DAY

- 4.0** The minimum work day for teachers shall be seven (7) hours and thirty (30) minutes, beginning and ending times to be specified by the District.

The minimum work day for all O.T.'s and P.T.'s shall be eight (8) hours, beginning and ending times to be specified by the District.

- 4.1** Teachers recognize that they may have to be available to carryout professional responsibilities after the close of the minimum workday, including faculty meetings. Teachers shall not be required to attend more than ten (10) general building faculty meetings per year.
- 4.2** Teachers may be required to attend not more than two (2) evening meetings per year, including Open House and school-related activities which shall not exceed three (3) hours per meeting per evening.
- 4.3** Teachers shall be allowed to leave the building during their lunch period upon prior notification to the Building Principal or his/her designee. A sign-out sheet will be provided in each building on which the teacher shall sign his/her name, time leaving, time returning, and the reason for leaving.

ARTICLE V ASSIGNMENTS AND WORK LOAD

- 5.0** All teacher assignments and promotions will be made without regard to race, creed, color, nationality, sex, marital status, or non-disqualifying disability. Assignments and promotions will be based on educational preparation, qualifications, and performance experience. Seniority will be considered in making appointments, however, the highest weight will be given to the aforementioned qualifications.
- 5.1** Each teacher shall have a duty-free lunch period per day which shall be scheduled during student lunch period times and will not be less than thirty (30) minutes in length.

5.2 Elementary teachers shall have a minimum of two-hundred and twenty-five (225) minutes per week of planning time, scheduled in such a manner as to provide not less than twenty-five (25) minutes per day during student attendance.

5.3 ASSIGNMENTS

5.3.1 Secondary teachers, except teachers of technology, music, art, home and careers, (remedial) reading, health, physical education and business shall teach five (5) instructional periods, and one (1) Academic Intervention Tutorial Period or one (1) supervisory period, or a combination thereof, each day, as determined by the principal. They will also have one (1) preparation period. Academic Intervention Tutorial Period means an additional assigned period with students to provide extra assistance or remediation, through the principal, the Learning Center or Chapter One Program in the content area of their tenure and/or certification. This is exclusive of the "re-teaching period. It does not mean another regular-sized, class section and the number of students in these sessions will be six or fewer unless special arrangements need to be made between the teacher and supervisor.

5.3.2 Teachers of technology, music, art, home and careers, health, physical education, business and (remedial) reading may be required to teach a sixth period in lieu of one (1) supervisory or Academic Intervention Tutorial Period.

5.3.3 If a business teacher is required to teach a sixth class in lieu of a supervisory period, his/her six classes must be business classes.

5.3.4 Efforts will be made to reduce the number of secondary teacher preparations in the major core areas of English, Social Studies, Science and Mathematics.

5.3.5 The District will give teachers their assignments with subjects and grade levels before the close of the preceding school year; but if a change is necessary during the summer recess, the teacher will be notified as soon as a change is evident.

5.3.6 Part-time work, salary and all benefits will be pro-rated according to the time the teacher spends on the job compared to a full-time teacher. Any education law applicable to part-time teachers is binding in this Agreement.

5.3.7 All P.T.'s and O.T.'s will work a maximum of five (5) one hour or ten (10) half-hour sessions per day.

ARTICLE VI

WORK YEAR

- 6.0** The work year shall consist of no more than one hundred and eighty-seven (187) work days of which one hundred and eighty-five (185) must be between September 1 and June 30. Any days worked in excess of one hundred and eighty-five (185) days shall not be student contact time. The two (2) days, in addition to the one hundred and eighty-five (185) days, shall consist of one (1) in-service day of 7 hours with 5 hours of follow-up activity. The 7-hour day is to be scheduled at the discretion of the District and it is intended to be scheduled within close proximity to the ending or the beginning of the school year. Every attempt will be made to avoid scheduling the 7-hour day during the middle of the summer. The 5 hours of follow-up will be scheduled at the discretion of the building principal. Both the 7 hour day and the 5 hours of follow up are to be scheduled outside of the normal work day and calendar.

Proposals for these times shall be developed by the teaching staff and approved by the administration. Superintendent is the final arbitrator. Failure to complete will result in per diem loss in pay.

- 6.1** It is understood that if the number of days falls below 180, the parties agree to meet and negotiate the scheduling of additional days to bring the total number of school days to a minimum of 180. These days will be made-up as legally prescribed or allowed by the law or regulation.
- 6.2** Teachers will be given a copy of the adopted calendar on the opening day of school in September.
- 6.3** Upon reaching the prescribed number of required attendance days, as established by the district, any excess scheduled days of student attendance shall be 1/2 days for students. However, all such days shall occur during the last five (5) days of school and shall not exceed five (5) days in total.
- 6.4** Teachers assigned to the D.K. Program will be compensated at Step 1 per diem for home visits prior to the start of school, or such visits shall be conducted during the first week of school.

ARTICLE VII

VACANCIES AND PROMOTIONS

7.0 TEACHER INTEREST

Teachers are encouraged to submit voluntarily, on an annual basis, an interest inventory which would describe the teacher's current qualification and interest in promotional opportunities.

7.1 POSTING OF VACANCIES

All vacancies within the Bargaining Unit shall be posted for five (5) school days with copies being sent to the President of the Bargaining Unit; such posting shall include a description of the criteria and any weighting of that criteria, to be used to determine hiring. It shall include but not be limited to duties, qualifications and salary range. Members of the Bargaining Unit with qualifications equal to non-unit members will be given preference for filling of these vacancies.

7.2 Within two working days subsequent to the close of a posting date, copies of all resumes shall be made available to the Federation President, or designee, for consideration for the open position(s). This will represent the beginning of the screening process.

ARTICLE VIII EVALUATION PROCEDURES

8.0 GENERAL PROCEDURES FOR ALL TEACHERS

Annual Professional Performance Review – Teachers shall have the responsibility to develop their own plan at the beginning of the school year and submit them to their principal or supervisor for review in one or more of the following areas: classroom practice, professional practice, interpersonal skills and technology/data skills. The principal and teacher shall also review them jointly at the end of the school year.

8.0.1 Formal observations for the purpose of evaluation shall be reduced to writing. Within five (5) school days of the time of any observation, an evaluation conference session shall be held. If the session is not to be held the same day as the observation, the teacher shall have been furnished with a written copy of the observation report no later than one (1) school day prior to the counseling session. If the session is to be held on the same day as the observation, the teacher shall have been furnished with a written copy of the observation report at least one (1) hour prior to the session. The written evaluation form shall be signed by both parties. This is to attest only to the fact that both parties have read the document and not necessarily to signify the approval of the

observed teacher. Within five (5) school days after the conference session, the teacher may submit a written response to the comments made in the report. This response shall be attached to the report.

8.0.2 First school year of employment the teacher shall be given two (2) evaluations on notice, second and third year one (1) evaluation on notice, tenured teachers shall not receive notice of evaluations.

8.0.3 An observation for the purpose of formal evaluation shall consist of a full class period spent in the classroom by a certified administrator. In grades K-6, a classroom period shall be at least thirty minutes in length. In grades 7-12, a classroom observation shall be conducted for the normal length of the class period.

8.0.4 Evaluation reports should include comments on both the strengths and weaknesses and on the teacher's progress or lack of progress since the previous evaluation. Alternative instructional methodologies will be recommended in the report where necessary. Any specific remedies or resources brought to the attention of the teacher in the counseling session shall also be noted in the report.

8.0.5 All evaluation reports shall be made in duplicate and the teacher shall be given a copy.

8.0.6 Observations of teachers shall continue to be conducted openly.

8.0.7 Formal Observations are required for probationary teachers. Formal observations are optional for tenured teachers as agreed by the principal and teacher.

8.0.8 Informal Observations can take many forms, such as cooperative development, self-directed, and/or principal-teacher interaction. Whatever form this type of annual performance review takes, the following criteria must be met:

- a) The principal and teacher must agree to the terms.
- b) the content must be instructional in nature, whether a predetermined goal or some thing else.
- c) There must be a record and simple summary of what transpired.
- d) That record must be signed by the principal and the teacher(s) and submitted to the district office for placement in the personnel file.

8.1 PROBATIONARY TEACHERS

- 8.1.1** It is anticipated that certified persons accepting employment in the District as teachers shall possess the basic competency required to perform effectively. It shall be the responsibility of the

administration to assist teachers new to the staff in their learning of school routines, goals and practices. Each new teacher is expected to make use of the offered assistance and to ask for help when it is needed.

- 8.1.2** Probationary teachers shall be observed at least three times during each year (from anniversary date of employment) of the probationary appointment for the purpose of evaluation. Additional observations will be conducted when requested by the probationary teacher and if deemed necessary by the administration. Observations will be reasonably spaced in order to provide the teacher an opportunity to overcome deficiencies.

- 8.1.3** Prior to the Superintendent's determination of whether to recommend the appointment to tenure of a probationary teacher, the latter shall have the opportunity to discuss the matter with the Superintendent. The probationary teacher may invite a Federation representative to be present at this meeting.

8.2 PERSONNEL FILE

- 8.2.1** Only the Superintendent shall maintain and keep the official personnel file for each teacher. This file shall contain all material pertaining to evaluation and certification. The business office shall maintain and keep a separate file for each teacher which shall include all other materials. When any material other than routine non-evaluative material is added to the teacher's file, the teacher shall be given a copy of it. The teacher shall acknowledge receiving the material by signing the file copy thereof.

- 8.2.2** Except for current material which has not yet found its way to the teacher's file, material not contained in the files shall not be used in the formulation of recommendations concerning dismissal or the granting of tenure. Current materials to be taken into consideration shall be brought to the attention of the teacher.

- 8.2.3** With the exception of confidential pre-employment information, a teacher shall have the right to examine the contents of his personnel file. The teacher may have a Federation representative present during the review of the contents of his/her file if he/she so desires. An appointment shall be requested with the Superintendent, or his/her

designee, who shall be present to insure the security of the contents of the file.

- 8.2.4** Any material found to be false or misleading shall be removed from the file of a bargaining unit member. The District must submit the proof of the authenticity of the material in the folder or said material is to be removed.
- 8.2.5** The teacher may request material to go into his or her file - such as published articles, laudatory letters, awards, etc.
- 8.2.6** A teacher may write a response to any material in his or her file and have it attached and placed in his or her file.
- 8.2.7** A teacher shall have the right to examine the contents of his/her file or he/she may give written authorization to a Federation representative to examine his or her file. The district shall furnish copies of any material in the file if the teacher or the Federation representative requests at ten cents (.10) per page.

ARTICLE IX SUBSTITUTES

- 9.0** In the event of a teacher's absence, the School District shall endeavor to obtain an available substitute. Teachers are expected to have two (2) days of plans suitable for use by a substitute on file with the building principal at all times.

ARTICLE X SUMMER SCHOOL

- 10.0** The District will publicize the general scope and content of the positions to be filled by teachers, including a notice in every school (by posting) as early in the year as possible.
- 10.1** Subject to special requirements of the program (e.g., in-service training) the position openings shall be filled on the basis of competence. Preference shall be given, when feasible, to applicants regularly employed by the District, but this shall not preclude the Board from employing outside personnel who through special qualifications would be deemed to enrich the program.
- 10.2** A teacher who teaches a regular summer school program will be paid 1/200th of step 1 without graduate hours or master's stipend on the current salary schedule. A full day of teaching will consist of at least six (6) hours exclusive of lunch. Hourly rates will be prorated for less than six (6) hours

ARTICLE XI TRANSFER

- 11.0** As soon as practicable and not later than May 15, each teacher shall be notified in writing of any changes in subject area of his/her program for the ensuing year. Such notification shall include the school to which he/she will be assigned, the grades and/or subjects that he/she will teach, and any special or unusual classes or assignments that he/she will have, provided that in the event of a change in circumstances or conditions during the months of May through September (e.g., death, resignation, leave of absence, unanticipated change in enrollment), such assignments may be changed as required to meet the situation. The teacher whose assignment is affected by such change in circumstances or conditions shall be sent immediate notice when the change is made.
- 11.1** The district retains the right to transfer teachers, based on the needs of the district and children. When administrators notify teachers of their (involuntary) transfer, that notification will be accompanied by an educational rationale for the move. Should the teacher dispute the move, he/she will have an opportunity to present alternatives to the proposed transfer to the immediate administrator and the district superintendent. If necessary, the district superintendent will be the final arbitrator of the transfer.
- 11.2** A teacher who desires a change in grade and/or subject assignment or who desires to transfer to another building shall file a written statement of such desire with his principal not later than March 1. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and/or the school (in order of preference, if the teacher has preferences) to which he/she desires to be transferred. The teacher will specify his/her reasons for the requested transfer.
- 11.3** When more than one teacher requests a transfer to an available position, the relative length of service to the District among the said teachers shall be given consideration, and all things being equal, the teacher with the most service to the District shall receive the transfer.
- 11.4** Current tenure law shall govern the conditions under which a person reverting to teaching status from a supervisory or executive position may be restored to a teaching position.

ARTICLE XII HEALTH INSURANCE

12.0 The District shall continue to provide Genesee Area Healthcare Plan Group No. 4402 (for single or family) and in addition thereto shall, provide dental care benefit Plan No. 2. and shall make available "PLAN OPTION D-2"

12.0.1 After the approval of the Pembroke Teachers Federation Executive Board, the District shall have the right to substitute an alternative carrier with equal or greater coverage than the Genesee Area Healthcare Plan.

12.1 The effective date for new employees will be the first of the month following the date of active employment. In case of an emergency whereby the teacher is without insurance, such as death of spouse, spouse loss of coverage, the unit member will be allowed to join the District's plan on the first day of the following month with no loss of rights or benefits.

12.2 Health coverage for part-time employees shall be provided on a pro-rated basis. (i.e., if a teacher is hired as a 3/5 teacher, they will be responsible for 2/5 of the total premiums plus employee's share as calculated under 12.6.3.)

12.3 Current employees who retire, or past employees who have retired shall be allowed to remain in the Group Health Plan. Premiums shall be paid by the retiree or the employer as per other terms of this agreement.

12.4 No agent of the District may have access to employee health records or use any information contained therein in any disciplinary action against the employee.

12.5 Each employee covered by the terms of this agreement other than those covered in subparagraph 12.3 above (whose premiums shall be paid as per other terms of this agreement) shall be required to contribute to the cost of the health insurance plan provided herein as follows:

12.5.1 Except as provided in subparagraphs 12.6.3, 12.6.4 and 12.6.5 below any full time, ten month employee receiving the family plan shall be required to contribute the following:

- a. If hired before 7/1/95; the amount equal to 10% of the cost of the premium per school year.
- b. If hired after 7/1/95; the amount equal to 20% of the cost of the premium per school year.

12.5.2 Except as provided in subparagraphs 12.6.3, 12.6.4 and 12.6.5 below any full time, ten month employee receiving the single plan shall be required to contribute the following:

- a. If hired before 7/1/95; the amount equal to 10% of the cost of the premium per school year.
- b. If hired after 7/1/95; the amount equal to 20% of the cost of the premium per school year.

12.5.3 In addition to those payments required from part-time employees pursuant to the provisions of subparagraph 12.3 above, part-time employees shall contribute on a pro-rated basis according to the following formula:

Percentage of time employed X 10% or 20% = Amount of Employee Contribution for a Single Plan;

Percentage of time employed X 10% or 20% = Amount of Employee Contribution for a Family Plan.

12.5.4 Employees receiving only partial health insurance benefits shall contribute according to the following formula:

Cost to District of Partial Plan Provided for Benefit of Employee
Cost to District per Employee of Full Family Plan as Provided to Other Employees

X 10% or 20% = Amount of Employee Contribution for Family Plan.

Cost to District of Partial Plan Provided for Benefit of Employee
Cost to District per Employee of Full Single Plan as Provided to Other Employees

X 10% or 20% = Amount of Employee Contribution for Single Plan.

12.5.5 Employees participating in plan for only part of a school year shall contribute as follows:

Projected Number of Months of Employee Participation in Plan

X 10% or 20% = Amount of Employee Contribution for Family Plan.

Projected Number of Months of Employee Participation in Plan
X 10% or 20% = Amount of Employee Contribution for Single Plan.

12.5.6 The Employee's contribution shall be deducted from his/her salary in as near to equal increments as is practical.

12.5.7 The district's current health care plan provides for a \$5 employee co-pay per prescription for generic drugs and a \$10 employee co-pay per prescription for brand name drugs. Effective July 1, 2001, unit members are to use generic drugs or brand name preferred drugs except when there is a medically necessary reason to use a non-preferred brand name drug. A current up-to-date list of generic and preferred brand name drugs will be distributed. If a unit member's physician issues a script, the unit member is to notify his/her physician that a generic or preferred brand name drug is to be prescribed if available and appropriate. A non-preferred brand name drug will only be used if there is a medically necessary reason for its use. A unit member must submit a doctor's report to the plan administrator to support the use of a non-preferred brand name drug. The member will be reimbursed.

12.5.8 The district will provide the NYSUT Premier Platinum Vision Care Plan, Annual Benefit.

ARTICLE XIII DUES DEDUCTION

13.0 The District agrees to deduct from the salaries of its employees dues for the Pembroke Teachers' Federation where said employee individually and voluntarily authorizes the District to deduct, and to transmit the monies promptly to the treasurer of the Federation.

13.1 The Federation shall certify to the District, in writing, the current rate of membership dues within two (2) weeks of the beginning of the school year.

13.2 If the rate of membership dues changes, the Federation shall give the District thirty (30) days written notice prior to the effective date of such change.

13.3 A copy of the dues deduction authorization form to be used is obtainable from the President of the Federation or his/her designated representative.

13.4 Voluntary executed authorization forms will remain in effect permanently until revoked.

13.5 Revocation shall be deemed to occur automatically when a teacher is removed from the payroll or transferred out of the unit represented by the Federation.

- 13.6** Those teachers requesting dues deductions must file the authorization form at least one week before the first regular teacher payroll for the school year is due. The Business Manager shall advise the President of the Federation of that cut-off date.
- 13.7** Teachers who are appointed to the faculty after the last day for filing dues deduction authorization forms, shall be permitted to file the forms within three (3) months of being placed on the teaching payroll.
- 13.8** No later than October 15th of each year, the Business Manager shall provide the Federation with a list of those employees who have voluntarily authorized the Board to deduct membership dues. The Business Manager shall notify the Federation monthly of any changes in said list.
- 13.9** The Association shall be allowed to establish a Flexible Spending Plan as outlined under Section 125 of the Internal Revenue Code.

ARTICLE XIV AGENCY FEE

- 14.0** All members of the bargaining unit will remit to the treasurer of the Pembroke Teachers' Federation either in one lump sum or through dues deduction a stipulated amount to be decided by the Pembroke Teachers Federation. This amount will be established prior to September 1 of each school year.
- 14.1** A member of the bargaining unit need not join the Federation but he or she must remit the stipulated amount. That amount shall not exceed the dues remitted by a Federation member.

ARTICLE XV ABSENCE FROM DUTY

- 15.0** No teacher shall receive compensation for days on which he/she was absent from duty except as authorized by the Board of Education or as otherwise provided for in this contract. There shall be deducted from the compensation of a teacher absent without authorization a sum equal to

one two-hundredth (1/200th) of his/her established annual salary for each day of such unauthorized absence.

15.1 PERSONAL USE DAYS

Teachers will annually be credited with fifteen (15) personal use days, all accumulative. These days must be requested in advance, whenever possible (see Attachment) and any request must delineate the category of personal use leave that best fits the purpose of the request. They can be used to cover the following

leave situations but shall not be used to extend a school holiday or recess:

15.1.1 Sick Leave shall be defined as absence from duty due to personal sickness or personal injury and no other reason.

15.1.2 Days allowed for absence due to injury suffered on school premises or in the line of duty, covered by Worker's Compensation, and subject to certification by a duly qualified physician as to the duration of the disability, shall not be deducted from sick leave allowance. The District will continue to pay the teacher's regular salary and benefits for the period involved, not to exceed 180 days. The District will be entitled to receive the allowance paid the teacher by the Worker's Compensation Board during this 180-day period or used portion thereof. Time also shall be granted the teacher for attendance at hearings related to the accident.

15.1.3 EMERGENCY LEAVE

Emergency leave shall be defined as absence from duty to meet unexpected individual or family needs. The Building Principal is to be notified in advance whenever possible or as soon as practicable when need was not anticipated. Leave requests may be for the following reasons:

- a. Serious illness or death of close relative or friend.
- b. Birth of a son or daughter.
- c. Actual observance of religious holiday.
- d. Class coverage needs caused by unavoidable remedial health or medical appointments shall be arranged for by the teacher with other staff members, with the approval of the Building Principal.

15.1.4 PERSONAL BUSINESS

- a. The principal will be notified of the use of Personal Business Days two (2) days in advance, whenever possible.
- b. Personal leave shall not be used for vacation, recreation, shopping, other employment or non-emergency household maintenance.

15.1.5 CHILD-REARING LEAVE

- a. A professional staff member on permanent appointment to the professional staff or on probationary status is eligible for child-rearing leave without pay.
- b. A written request for child-rearing leave shall be submitted as soon as is reasonable under all of the circumstances, but in no case later than four (4) months before the anticipated commencement of the leave, in order to afford the district the greatest opportunity to retain a qualified substitute.
- c. The request for child-rearing leave shall include the date when the professional staff member wishes to commence leave and the date when the staff member anticipates returning to teaching duties.
- d. The professional staff member shall write the superintendent not later than October 1 in the fall semester, nor later than March 1 in the spring semester, before the expiration of the requested child-rearing leave of absence advising the Superintendent of the staff member's plans for the next school term.
- e. If a professional staff member wishes to terminate a child-rearing leave prior to the termination date originally requested by the professional staff member, application may be made to the Superintendent. If there is an available position and if the Superintendent determines that it is in the best interest of the district's teaching program to permit the early termination, the professional staff member may be permitted to return to employment in the district at a mutually agreeable time.
- f. A child-rearing leave of absence may be granted for a period not to exceed one (1) full school year following the school year in which the leave began.
- g. A child-rearing leave shall be available only during the pregnancy or during the period immediately following the birth or adoption by a professional staff member of a child.
- h. If a professional staff member commences a child-rearing leave prior to the time she becomes disabled due to pregnancy and/or child birth, said professional staff member shall not be entitled to

use her sick leave benefits under Article XIV for the period of physical disability. If the professional staff member continues to work until she becomes disabled due to pregnancy and/or child birth, in addition to the sick leave benefits under Article XIV for physical disability she is eligible for this child-rearing leave to commence after her physical disability has ceased.

- i. This leave shall be allowed for the adoption of a child. The notification dates will be waived so long as the teacher has kept the District informed about potential placements in the home.

15.1.6 SICK LEAVE BANK

A sick leave bank shall be established to be used when an employee is incapacitated by a long-term illness or injury according to the following terms:

- a. Each teacher's accumulated personal use leave will be reduced automatically by one (1) day to initiate the bank.
- b. When the bank exceeds 300 days, no deductions from accumulated personal use leave shall be made.
- c. When the bank is reduced to 20 days, each teacher shall be assessed one (1) day, taken from accumulated personal use leave, to be added to the bank.
- d. Use of the sick leave bank will be permitted under the following terms:
 - 1. The teacher shall have used all of his/her accumulated personal use leave days.
 - 2. The teacher must be absent from work due to illness or injury for fifty (50) consecutive school days. When the fifty (50) day criteria has been met, the unit member will be paid for those days taken without pay during the fifty (50) consecutive day period.
 - 3. The teacher may draw sick leave days from the bank to a limit of one-hundred and fifty (150) consecutive school days. Consecutive days shall mean uninterrupted days regardless of breaks, recesses, closings or vacations. This provision applies for each illness.

4. A written doctor's report may be required by the District in order to use the sick bank. A sick leave committee shall be established consisting of the Federation President and one (1) other union official of his or her choice and two District representatives, one of which must be the Superintendent or the Business Manager. In cases when a committee vote to grant days ends in a tie, it will be considered an approval.
 5. Subject to the approval by the Sick Leave Committee, no teacher may withdraw from the bank more than a total of one hundred fifty (150) personal use days during any school year.
 6. At the conclusion of 150 consecutive days of use, a teacher must return to work for a period of sixty (60) consecutive work days in order to reactivate the sick leave bank provisions.
- e. A teacher leaving Pembroke Central School District, after a minimum of fifteen (15) years of service, who is not eligible for any benefits from their accrued sick days, shall have his/her accrued sick days applied to the Sick Leave Bank, with a maximum of five (5) days per year. Example: 15 years x 5 days per year = maximum of 75 days applied.
 - f. Upon the death of any PTF unit member while still in service, all accumulated sick days shall be credited to the sick bank.

15.2 UNPAID LEAVE OF ABSENCE

- 15.2.1 No teacher shall be granted unpaid leave for an extension of a holiday recess.
- 15.2.2 Leave of absence without pay may be granted for a limited time and a definite period by the Board of Education.
- 15.2.3 The Board will give consideration to special cases which extend beyond the accumulated personal illness leaves. Such leaves shall be requested in writing to the Board. Such request shall state the reasons for the contemplated absence and the date the employee expects to return to duty.

15.3 JURY DUTY

- 15.3.1 No deduction from pay or benefits will be made as a result of a teacher being absent for jury duty.

15.3.2 The teacher shall assign any money received for jury duty service to the District when such service is rendered on a work day except

for any money received for reimbursable expenses. Reimbursable expenses shall include but not be limited to meals, mileage and tolls.

15.3.3 If a teacher is excused from jury duty after reporting that morning, he/she is expected to utilize the balance of the work day for professional activities.

15.4 SUBPOENA

15.4.1 No deduction from pay or benefits will be made if the teacher must be absent in order to respond to a court subpoena in a matter in which the teacher is not the defendant or in which the teacher is not actively seeking a gain.

15.4.2 A teacher may be absent without deduction from pay or benefits in order to respond to a court subpoena in a matter which is school related.

15.4.3 No deduction from pay or benefits will be made if the teacher is absent to appear as a necessary witness in a grievance arbitration hearing pursuant to this Agreement.

- b. The leave shall be granted with the provision being made that the benefits of such leave shall be distributed as fairly as possible among all categories of personnel.

15.5.4 A teacher receiving sabbatical leave shall be paid one-half (1/2) of his/her stated salary for that period during which the teacher is on leave.

15.5.5 Regular annual salary increments shall be given for time on leave the same as for regular service in the District. The salary is to be based on the salary schedule existing during the absence.

15.5.6 The recipient shall agree in writing to return to the district for a minimum of two (2) years after such leave. If the agreement is broken, the recipient shall return all money received.

ARTICLE XVI SALARY PROVISIONS

16.0 Salaries for the three school years covered by this agreement shall be determined in accordance with the schedules annexed hereto as Appendix A.

16.1 Salary claims for additional credit hours will be determined as of November 1 retroactive to September 1 of the school year in which such credit is to be recognized for salary purposes. The additional salary will not be paid unless the teacher's official transcript or an official letter defining the credit earned mailed by the college has been received by November 1. Salary for additional credit hours will be paid only for courses taken at an accredited institution. An accredited institution shall be defined as one recognized by the New York State Education Department.

Employees must submit to the Superintendent for approval all graduate hours to be taken for salary credit a minimum of two (2) weeks prior to the commencement of the graduate course. A district approval or disapproval will be provided within five (5) working days of receiving said request. The Superintendent maintains the right to disapprove courses of study that he/she determines inappropriate. Courses are to be within a teacher's certification area and/or justifiable in writing by the teacher as appropriate for the classroom.

16.2 All teachers shall annually receive \$1,000.00 on base salary for possessing a Master's degree, upon the granting of tenure AND documentation of the Master's degree.

- 16.3** Ten-month teaching personnel shall receive twenty-two (22) equal pay checks.
- 16.4** The salary schedule shall be applicable to those who hold valid certification pursuant to provisions of education law.
- 16.5** Unlimited year(s) of prior service may be credited at the time of original employment in the Pembroke Central School District by agreement of the candidate and the Board of Education.
- 16.6** Homebound instruction will be paid for at the rate of GLSW BOCES rate.
- 16.7** Additional payment shall be made for each graduate hour, to a maximum of ninety (90) graduate hours, at a rate of \$50 per hour.
- 16.8** Employees hired after June 30, 1992, will be compensated at the rates included in 16.7 per graduate hour for hours in excess of the Master's degree.

ARTICLE XVII EXTRA PAY

17.0 POLICIES

17.0.1 Extra assignments as enumerated below involving a special type of training, heavy responsibilities or large amounts of time over and above a full load of teaching and regular school duties shall be made by award or extra compensated during the time such assignments are in effect. All assignments are appointive on an annual basis. If the regular holder of the assignment relinquishes or permanently is relieved of such assignment, compensation will cease as of the date relinquished or relieved.

17.0.2 It is understood that extra compensation for extra duties shall in no way affect the teacher's step on the salary schedule.

17.1 EXTRA-CURRICULAR PAY

See Appendix D , Extra-Curricular Salaries

17.2 INTERSCHOLASTIC COACHING SALARIES

See Appendix E, Coaching Salaries Schedule

- 17.2.1** A coaching manual is to be given to each coach prior to the commencement of each season by the Athletic Director..
- 17.2.2** For each additional year of service in a particular coaching assignment, personnel shall be advanced one (1) Step on the negotiated BA column.
- 17.2.3** Persons moving from J.V. responsibilities to varsity responsibilities within a given sport, will be granted one (1) salary step for every two years of experience. This provision is limited to experience received at Pembroke Central School and to a maximum of six years experience (placement on Step 3). Only full step credit (2 years) will be allowed.
- 17.2.4** All assignments are appointive on an annual basis.
- 17.2.5** Each coach will be evaluated one time each year for each sport he/she coaches. Evaluation will be done by the athletic director and the high school principal (criteria to be determined).

ARTICLE XVIII **ADDITIONAL SALARY PROVISIONS**

18.0 The additional salary to be paid in the following four years: 2007-2008; 2008-2009; 2009-2010; 2010-2011:

DEPARTMENT CHAIRS

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>	<u>2010/11</u>
18.0.1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
<p style="text-align: center;">Department Chairpersons shall be identified as Mathematics, Social Studies, Science, English, Fine Arts, Practical Arts and Physical Education K-12, LOTE, and Student Support Staff</p>				
18.0.2 Grade Level or Team Leaders		\$1687.08	\$1,687.08	\$1,687.08
18.0.3 Athletic Director		\$2,646.00	\$2,646.00	\$2,646.00
<p>18.0.4 Teachers working outside the September 1 - June 30 calendar year shall be paid at the GLSW BOCES rate for curriculum writing and staff development attendance.</p>				
<p>18.0.5 Appointed teacher mentors will be paid as follows: Mentoring a first year teacher: \$750; a second year teacher: \$500; and a third year teacher: \$250. Mentors of first year teachers are limited to one assignment. Job descriptions, roles and responsibilities are described in detail in the "Teacher Mentoring Program" document, which was approved by the Board of Education on 5/8/01. A pool of Mentors will be chosen by a committee of teachers and principal, as detailed in the Teaching mentoring program. If agreement cannot be reached, the superintendent will make the final decision. The principal is responsible for making final recommendations and deciding which new teachers are matched with mentors.</p>				
<p>18.0.6 The mentoring coordinator will be compensated at the same rate as Department Chairpersons. The roles and responsibilities are described in detail in the "Teacher Mentoring Program" document.</p>				
<p>18.0.7 Teacher mentors and the mentor coordinator shall be current members of the PTF bargaining unit unless</p>				

availability necessitates outside help, in which case an MOA will be established.

18.0.8 Members participating in approved staff/professional development projects will receive a one time payment at the rate of \$25.00 per clock hour for activities occurring outside of the contractual work day and/or contractual work year, upon evidence of the project completion as originally presented and approved. Approval for all work shall be at the sole discretion of the Superintendent of Schools and shall be related to District initiatives and educational standards and such approval shall include maximum number of hours for the project. Such payment shall not be added to the employee's base salary.

ARTICLE XIX FAIR DISMISSAL PROCEDURE

- 19.0** In the event the Superintendent intends to recommend the dismissal for cause of a teacher or intends to recommend that a probationary teacher not be granted tenure, he/she will notify the teacher of his intention no later than April 1. This section shall only be applicable during the teacher's tenure year and beyond.
- 19.1** A teacher who has received such a notice of intention may request the specific reasons in writing within five (5) working days of the receipt of such notice. The Superintendent shall provide the teacher with the reasons for dismissal within five (5) working days after receipt of the request.
- 19.2** Any teacher notified of the intent to dismiss for cause under this Article has the right, at his/her request, to have a hearing before the Board of Education prior to any final action by the Board with respect to the recommended dismissal. A teacher shall be given at least thirty (30) days notice of dismissal.
- 19.3** Any decision by the Board, in consideration of this Article, shall not be subject to review under the grievance procedure or by any administrative agency (i.e. Public Employment Relations Board, Commissioner of Education, etc.) and the seeking of relief pursuant to this procedure for a Board hearing shall constitute a waiver of any right to seek a hearing on the dismissal in any other forum and the seeking of relief in any other forum shall constitute a waiver of the right to a hearing before the Board hereunder.

- 19.4** Nothing herein shall preclude the suspension of a teacher pending a decision on dismissal.
- 19.5** This Article does not apply to teacher lay-off due to staff reduction.
- 19.6** If a teacher on the preferred eligibility list refuses a full-time teaching position for which he/she is qualified, his/her name will be removed from the preferred eligibility list.

ARTICLE XX RIGHTS OF THE EMPLOYER

- 20.0** The District retains the sole right to manage its business and services subject only to such restrictions governing the exercise of these rights as are expressly provided in this agreement or provided by law.

ARTICLE XXI SAVINGS CLAUSE

- 21.0** If any provision of this agreement or any application of the agreement to any employee or group of employees shall be or become contrary to the law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXII CREDIT UNION DEDUCTIONS

- 22.0** The District will deduct from the paychecks of teachers amounts individually authorized and transmit such amounts to the Education Employees' Federal Credit Union or authorized Payroll Account.
- 22.1** Teachers may reduce or increase credit union deductions at any time upon two weeks written notice to the business manager.

ARTICLE XXIII MISCELLANEOUS ITEMS

- 23.0** Copies of this contract shall be provided at District expense, within thirty (30) days after ratification by both parties, and be distributed by the Federation to all covered employees with ten (10) additional copies given to the Federation President.

- 23.1** The Federation shall be allowed the reasonable use of school buildings and equipment for its meetings and related activities. Such use will be confined to "after school" hours, and any expenses generated by the need for custodial or other services shall be met by the Federation.
- 23.2** The Federation President or his/her designee will receive four (4) days per year at full pay, to attend NYSUT functions. Necessary substitutes shall be provided at District expense.
- 23.3** The PTF President shall be assigned a full instructional schedule. The President will not be assigned administrative duties as a normally scheduled assignment. For special activities and days, the principal has the prerogative of assigning supervision or other administrative duties.
- 23.4** The District will provide a Faculty Handbook to be distributed on the opening day of school to all faculty members.
- 23.5** There shall be two (2) copies of the Board Policy Book available in each Faculty Room. The Federation President shall be given a copy of the Board Policy Book. It shall be the responsibility of the District to keep copies updated.
- 23.6** This agreement shall supersede any rules or regulations or practices which are contrary to or inconsistent with its terms.
- 23.7** The current IRS mileage rate will be paid to any employee whose duties require him or her to drive a privately-owned vehicle for the District.
- 23.8** On the first day of school, the District will set aside in accordance with its usual opening day activities, a period of time not to exceed one-half (1/2) hour to be used by the Federation. This period of time shall commence at the conclusion of the general District meeting and shall be during the normal work day. This time will be used by the President of the Federation to go over the contract with Federation membership to distribute contracts, or orient any new teachers who are interested in joining the Federation and to discuss with teachers what the procedure is for viewing their personnel files.
- 23.9** Teachers traveling between schools shall be allotted thirty (30) minutes travel time from the ending time of one class and the beginning of another.
- 23.10** By November 1 of each school year, each teacher will receive from the business office the following information:

1. Salary and any additional stipends.

2. Step.
3. Credit hours.
4. Days leave accumulated.
5. Years in District.
6. Payroll deductions.

Should a successor agreement not be entered into by August 1, 2007, the above information shall be given the teacher within 30 days of the ratification of the successor agreement.

ARTICLE XXIV LEAVE CONVERSION & REIMBURSEMENT

24.0 SICK LEAVE CONVERSION

24.0.1 Teachers retiring will be eligible for accumulated sick leave conversion to medical benefits coverage in existence at time of retirement at the following rate:

- a. one year of single medical coverage for each fifteen (15) days of unlimited accrued sick days prorated to one-half (1/2) year coverage, or
- b. one year of family medical coverage for each twenty-five (25) days of unlimited accrued sick days prorated to one-half (1/2) year coverage.

24.0.2 Those teachers hired after 7/1/95 will be eligible for accumulated sick leave conversion at the following rate:

- a. One year of single medical coverage for each forty-five (45) days of unlimited accrued sick days prorated to one-half year coverage or,
- b. One year of family coverage for each sixty-five (65) days of unlimited accrued sick days prorated to one-half year coverage.

24.0.3 Benefit levels and all required employee co-payments or deductibles, as listed in Article XII of this Agreement, will be maintained at the level established at retirement for as long as

employees are eligible to receive benefits under the provisions listed in sections 24.0.1 (a),(b) and 24.0.2 (a),(b). When a former employee's benefits are exhausted under these provisions, any further coverage obtained will be at the levels and rates which correspond with those being paid by active members of the bargaining unit and shall be borne solely by the retiree.

Example: In a future negotiation a new dental benefit is bargained. Previously retired members will not be eligible for that benefit, unless they purchase it.

ARTICLE XXV IMPLEMENTATION OF CONTRACT

The implementation of this contract shall be subject to the following conditions:

- 25.0** IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN ITS APPROVAL (Section 204-a, Civil Service Law)
- 25.1** This contract upon its effective date renders all previous agreements null and void. This agreement shall be effective beginning 12:01 a.m., July 1, 2007 and shall remain in force through midnight on the thirtieth day of June 2011.
- 25.2** In the event a successor agreement is not reached by June 30, 2011 the terms and conditions of this agreement will continue in effect until such successor agreement is made, except that the annual increments will not be paid if Legislation is enacted which allows the withholding of increment payments.

In witness whereof, the parties have caused this agreement to be executed by their duly authorized representatives on this _____ day of _____ 2007.

PEMBROKE TEACHERS' FEDERATION: by

Federation President Date

PEMBROKE TEACHERS' FEDERATION: by

Federation Chairperson Date

PEMBROKE CENTRAL SCHOOL DISTRICT: by

Superintendent of Schools Date

Appendix A

Contract Salary

STEP	2007/08 SALARY	2008/09 SALARY	2009/10 SALARY	2010/11 SALARY
1	\$34,000	\$34,000	\$35,000	\$35,000
2	\$34,500	\$34,500	\$35,800	\$35,800
3	\$35,000	\$35,000	\$36,000	\$36,750
4	\$35,500	\$35,750	\$36,500	\$37,250
5	\$36,000	\$36,000	\$38,000	\$38,000
6	\$37,500	\$37,500	\$38,500	\$39,600
7	\$39,500	\$40,000	\$41,000	\$41,000
8	\$40,500	\$41,000	\$42,000	\$43,000
9	\$41,000	\$41,500	\$43,000	\$44,000
10	\$42,000	\$42,500	\$44,000	\$45,500
11	\$43,500	\$44,000	\$45,000	\$46,700
12	\$45,000	\$46,500	\$46,600	\$47,900
13	\$47,000	\$47,500	\$49,100	\$50,500
14	\$48,000	\$49,500	\$51,000	\$52,500
15	\$49,000	\$52,000	\$53,000	\$54,700
16	\$51,000	\$53,000	\$55,800	\$59,000
17	\$53,000	\$54,000	\$60,000	\$62,000
18	\$60,000	\$62,000	\$65,000	\$68,000
19	\$69,000	\$69,000	\$69,000	\$72,000
20	\$73,000	\$74,325	\$75,600	\$77,750

Appendix B
Discipline and Discharge
Certified Physical Therapists

The District is committed to providing secure and satisfying employment for the employees but recognizes that the situation may arise where discipline and/or discharge will be unavoidable. The District is equally committed to enforcing its rules and regulations in maintaining efficient and productive operations.

1. Minor Violations

Minor violations shall be considered as those employee actions which impair smooth operations. These violations include but are not limited to loafing, lateness, leaving work without permission and stopping work before the end of the day. A supervisor shall issue a verbal reprimand for such violations and will resort to more stringent actions if the employee repeatedly violates the same rule or regulation.

2. Moderate Violations

Moderate violations shall be considered as those employee actions which impair or disrupt the orderly performance of work by the individual or a group of employees. These violations include but are not limited to abusive language, improper vehicle operation, carelessness in job performance, excessive absenteeism, leaving the District without permission during work hours and repetition of minor violations.

Repetition is defined as two (2) or more violations per calendar year. In such cases the employee's immediate supervisor shall issue a written reprimand to be co-signed by the Superintendent and presented to the Board of Education. The affected employee shall sign each issued reprimand, indicating receipt. This shall not be construed as admission of guilt with regard to the content.

3. Major Violations

Major violations shall be considered employee actions which directly endanger the health and safety of any employee or significantly disrupt the orderly performance of work. They include insubordination, falsification of employee or District records, theft of District or employee property and the abuse of alcohol or controlled substances which would impair the employee from performing assigned tasks. They also include the issuance of three (3) written reprimands within one (1) calendar year unless extraordinary circumstances are brought forth by the employee.

A major violation may cause the immediate termination of the involved employee, however, as a means of providing progressive discipline, the District may opt to suspend the employee without pay. Such suspension may be followed by a probationary period, depending on the circumstances. The actions of the District under this provision shall be subject to review under the grievance procedure as outlined in Article III of this Agreement.

